

5-0001

THIS AGREEMENT entered into this *22nd* day of *April* 1969, by and between *20-99*

THE LINDEN ROSELLE SEWERAGE AUTHORITY, hereinafter referred to as "Authority", and

THE NEW JERSEY JANITORS ASSOCIATION, INC. representing certain employees of the "Authority", hereinafter referred to as the "Employees".

WITNESSETH that:

WHEREAS, the "Authority" is a public body established in accordance with the laws of the State of New Jersey and ordinances of the City of Linden and Borough of Roselle, and

WHEREAS, the "Employees" association has been designated and selected by a majority of the employees of the "Authority", as their representative, and

WHEREAS, the parties hereto desire to establish between them by agreement certain working rules and regulations;

NOW, THEREFORE, in consideration of the mutual performance and promises by both parties to this agreement, the parties agree as follows:

1. The "Authority" recognizes the "Employees" association as the exclusive representative designated and selected by a majority of the employees in accordance with a notice dated January 8, 1969, delivered to the "Authority", for the purposes of collective negotiation.

2. That the parties shall be bound by the following rules and regulations, which rules and regulations set forth the conditions of employment with the Linden Roselle Sewerage Authority.

a. The work week starting each Monday at 8:00 A. M. shall be forty (40) hours for each employee.

b. Shift employees shall work from 8:00 A. M. to 4:00 P. M., 4:00 P. M. to 12:00 A. M., or 12:00 A. M. to 8:00 A. M. in accordance with work schedule. Meal time is included in shift time. Special arrangements may be made for employees requiring bus service at mid-night. Employees shall remain on duty until relieved. Not less than two (2) employees shall be on duty at any time.

c. Day employees shall work from 8:00 A. M. to 4:30 P. M. with one-half hour off for lunch.

d. All off-duty employees are subject to call into the plant, day or night, for emergency work; payment for such emergency work shall be for a minimum of five (5) hours.

e. Employees working more than forty (40) hours per week shall be paid for overtime at  $1\frac{1}{2}$  times their regular rate for the first eight (8) hours of continuous overtime, and double time for continuous overtime work thereafter.

The "Authority" agrees to furnish food to any employee who shall work two (2) hours beyond his regular quitting time and at four (4) hour intervals thereafter, providing such work was unscheduled. In lieu of furnishing food, the "Authority" will pay the employee the sum of two (2) dollars for each meal.

f. Employees on shift work will change shifts every four (4) weeks.

g. Pay days shall be every other Friday.

h. Sick leave with pay shall be based on fifteen (15) days in any one year. Maximum accumulated sick leave shall not exceed thirty (30) days. Longer periods may be allowed by the "Authority" on a doctor's certificate and a satisfactory employment record.

i. Each employee with a minimum employment of six (6) months shall receive two weeks vacation each year. After continuous service of a minimum employment of eleven (11) years, each employee shall receive a three (3) weeks vacation each year. After continuous service of a minimum employment of eighteen (18) years each employee shall receive four (4) weeks vacation each year.

j. Paid Holidays for day employees are as follows:

New Years Day	January 1
Lincoln's Birthday	February 12
Washington's Birthday	February 22
Good Friday	Variable date
Memorial Day	May 30
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	October 12
Election Day	1st Tues. after 1st Mon. in Nov.

Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
$\frac{1}{2}$ Day Christmas Eve	December 24
Christmas Day	December 25

If any of the above Holidays falls on Saturday or Sunday, time off will be allowed on the preceding Friday or succeeding Monday, respectively.

k. Shift employees shall work their regular schedule of work, including holidays, at the regular rate of pay. In addition, each shift employee shall receive payment by separate check for ten (10) hours at the regular rate for each of the above Holidays, and five (5) hours at the regular rate for a half-day Holiday.

l. State Retirement and income tax will be deducted from each employee's pay. The 'Authority' will pay 100% Family Plan of New Jersey Blue Cross (Hospital), Blue Shield (Medical) and Major Medical including Rider J, as provided by the N. J. State Public Employees Health Benefits.

m. Employees who appear to be intoxicated are subject to immediate dismissal or suspension.

n. Employees shall submit to physical examinations from time to time by the Authority's doctor.

o. The Authority will receive grievances from any aggrieved employee or his authorized representative, and prompt consideration will be given thereto.

p. An employee who has obtained sewerage plant operator's license will be given a 10% increase in salary and preference for promotion. An employee possessing special skill required for a position will be given preference for promotion to such position. Employees having equal qualifications in the opinion of the Authority will be selected for promotion on the basis of length of service.

q. Planned overtime shall be equally rotated among the employees.

r. Leave of absence with or without pay may be granted where good cause is shown.

s. The Authority will provide for each employee working clothes and shoes, this not to exceed two sets of working clothes and two pairs of shoes per year.

3. All wage rates are such as became effective on July 1, 1966, notice of which has been given to all employees. For the period July 1, 1969 to June 30, 1970, the annual rates shall be

increased \$600.00 for each employee, and for the period July 1, 1970 to June 30, 1971, the annual rates shall be increased \$600.00 for each employee.

4. All demands and proposals with respect to any subject or matter, shall be made upon the "Authority" by the "Employees" association.

5. The "Employees recognize the right of the "Authority" to operate the plant owned by it and to direct the work force in such manner as it sees fit and it is understood that the "Authority" retains all management rights not specifically covered by this agreement.

6. The parties acknowledge that the understandings and agreements set forth herein are the complete agreement between the parties and that during the term of this agreement neither party shall be obligated to bargain collectively with respect to any subject, or matter, referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to, or covered in this agreement even though such subjects, or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated, or signed this agreement.

7. This agreement shall be in full force and effect for the period July 1, 1969 to June 30, 1971, and from year to year thereafter, unless either party hereto shall notify the other at least ninety (90) days prior to the expiration date, or the extension thereof, that it desires to negotiate a new agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be sealed with their corporate seals and to be duly

executed all as of the day and year first above written.

LINDEN ROSELLE SEWERAGE  
AUTHORITY

By 15/ Franklin Hudson  
CHAIRMAN

ATTEST:

Andrew Stoffa  
Secretary

NEW JERSEY JANITORS  
ASSOCIATION

By Raymond Zwaskey  
President

ATTEST:

Terry E. Fierstone  
Secretary